

**TOWNSHIP OF NORTH BERGEN
ORDINANCE #**

AN ORDINANCE AMENDING ORDINANCE 141-12 APPROVING THE AMENDMENT OF FINANCIAL AGREEMENT PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:20-1, ET SEQ., FOR PROPERTY DESIGNATED AS BLOCK 316, LOTS 7.011, 20.01 AND 21.01 ON THE TOWNSHIP'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 7601 RIVER ROAD, NORTH BERGEN, NEW JERSEY

WHEREAS, LWH Urban Renewal, LLC ("Owner") is the owner of certain property located at and commonly known as 7601 River Road, Township of North Bergen, County of Hudson, State of New Jersey and designated as Block 316, Lots 7.011, 20.01 and 21.01 on the Tax Assessor's Map [Property]; and

WHEREAS, on or about July 9, 2012, the Owner applied for a long term tax exemption to construct a residential development consisting of 300 residential units with a total 478 bedrooms on the Property [Improvements] pursuant to N.J.S.A. 40A:20-1 et seq.; and

WHEREAS, the Township reviewed the application, approved the construction of the Improvements and authorized the execution of a Financial Agreement by the adoption of Ordinance No. 141-12 on September 26, 2012; and

WHEREAS, pursuant thereto, the Township and Owner entered into a Financial Agreement dated November 1, 2012; and

WHEREAS, after a full review of all information provided by LWH Urban Renewal, LLC, including the change in unit mix and revenue projection, it is now necessary to amend the payment schedule set forth in the original financial agreement dated November 1, 2012.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Township of North Bergen that:

Section 1

1. The Mayor or Township Administrator is hereby authorized to execute an amendment to the financial agreement which shall contain at a minimum, the following terms and conditions:

(a) Section 4.3 “Staging Schedule for Annual Service Charged”

The Annual Service Charge shall be scheduled over the term of the Agreement in accordance with N.J.S.A. 40A:20-12(b) as follows:

- 4.3.1 Stage One (July, 2014 - June, 2024): Pursuant to N.J.S.A. 40A:20-11 and N.J.S.A. 40A:20-12(1), from July 1, 2014 (Commencement Date) of the PILOT Project and for each of the ten (10) years thereafter, the Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Eighteen Thousand Dollars (\$1,018,000.00)
- 4.3.2 Stage Two (July, 2024 - June, 2029): The Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Two Hundred One Thousand Dollars (\$1,201,000.00), or twenty percent (20%) of Improvements, whichever is greater.
- 4.3.3 Stage Three (July, 2029 - June, 2034): The Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Three Hundred Nine Thousand Dollars (\$1,309,000.00), or forty percent (40%) of the amount of taxes otherwise due on the value of the Land and Improvements, whichever is greater.
- 4.3.4 Stage Four (July, 2034 - June, 2039): The Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Four Hundred Twenty-seven Thousand Dollars (\$1,427,000.00), or sixty percent (60%) of the amount of taxes otherwise due on the value of the Land and Improvements, whichever is greater.
- 4.3.5 Stage Five (July, 2039 - June, 2044): The Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Five Hundred Forty-one Thousand Dollars (\$1,541,000.00), or eighty percent (80%) of the amount of taxes otherwise due on the value of the Land and Improvements, whichever is greater.

The Annual Service Charge shall be subject to any adjustments provided for in this Article 4 of the Financial Agreement.

2. The form of amended financial agreement is on file with the Township Clerk, subject to such modification as the Township Attorney or Township Administrator deems necessary.

3. The Township Administrator shall send a copy of the fully executed Amended Financial Agreement to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

Section 2

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 3

This ordinance shall take effect at the time and in the manner provided by law.

Introduced: **December 10, 2014**

Published: December 13 & 29, 2014

Adopted: December 23, 2014

Attest: Erin Barillas
Township Clerk

<u>Comm. Cabrera</u>	<u>YES</u>
<u>Comm. Pascual</u>	<u>YES</u>
<u>President Sacco</u>	<u>YES</u>

AMENDMENT TO FINANCIAL AGREEMENT

This Amendment to the Financial Agreement is made this 20th day of January, 2014
by and between LWH URBAN RENEWAL, LLC, (hereinafter the "Entity") and the **THE**
TOWNSHIP OF NORTH BERGEN (hereinafter the "Township").

A. The LWH Urban Renewal, LLC and the Township are parties to a Financial Agreement dated November 1, 2012, the terms of which are incorporated herein by reference (the "Financial Agreement").

B. Section 4.3 entitled "Staging Schedule for Annual Service Charges" of the original Agreement was based upon the inclusion of 293 residential units consisting of a total of 478 bedrooms. The unit mix has changed to 300 residential units consisting of a total of 462 bedrooms plus 20 hospitality suites.

C. The Township and the Entity wish to amend the Financial Agreement to reflect the annual service charges based upon the change in unit mix and projected revenue.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties intending to be legally bound, agree as follows:

1. *Amendment of Financial Agreement.* The Financial Agreement is hereby amended as follows:

a. Section 4.3 "Staging Schedule for Annual Service Charged"

The Annual Service Charge shall be scheduled over the term of the Agreement in accordance with N.J.S.A. 40A:20-12(b) as follows:

4.3.1 Stage One (July, 2014 - June, 2024): Pursuant to N.J.S.A. 40A:20-11 and N.J.S.A. 40A:20-12(1), commencing July 1, 2014 (Commencement Date) of the PILOT Project and for each of the

ten (10) years thereafter, the Annual Service Charge shall be eleven percent (11%) of the gross revenue, but no less than One Million Eighteen Thousand Dollars (\$1,018,000.00)

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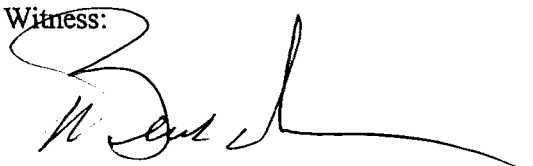
The Annual Service Charge is inclusive of land taxes and shall be subject to any adjustments provided for in this Article 4 of the Financial Agreement.

2. Except as specifically set forth herein, the Financial Agreement is hereby ratified and confirmed and shall consist of this Amendment and the Financial Agreement.

3. *Conflicting Terms.* Wherever the terms and conditions of this Amendment and the terms and conditions of the Financial Agreement conflict, the terms of this Amendment shall be deemed to supercede the conflicting terms of the Financial Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and
year first above written.

Witness:



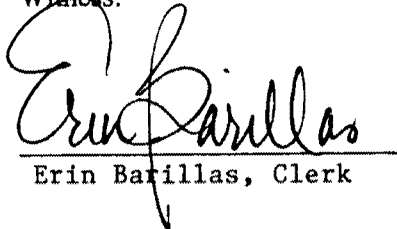
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LWH URBAN RENEWAL, LLC

By: 

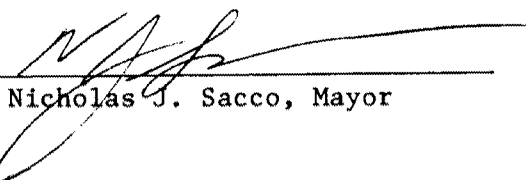
Fred A. Daibes

Witness:



Erin Barillas, Clerk

TOWNSHIP OF NORTH BERGEN

By: 

Nicholas J. Sacco, Mayor